PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law

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W & I Ref: Title No: 45277

Dav. Co. File: Box 8

Davidson County DEEDWARR
Recvd: 01/06/04 13:36 3pgs
Fees:18.00 Taxes:754.80
20040106-0002037

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
David R. Northcutt Gaye S. Northcutt 6536 Chessington Drive Nashville, Tennessee 37221	Same

TAX MAP-PARCEL NUMBERS: 155-08-C-019

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$204,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Michael V. Houston and spouse, Melisa L. Houston**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **David R. Northcutt and spouse, Gaye S. Northcutt** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

Land in Davidson County, Tennessee, being Lot 19 on the Plan of Poplar Creek Estates Phase Two of record in Book 6900, Page 339 through 347 amended by Amendment and Change of Survey Monumentation, Book 7900, Page 888 and 889 Register's Office for said County to which plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to Michael V. Houston and wife, Melisa L. Houston by deed from Elizabeth A. Darnell, unmarried of record in Doc. No. 200001200006842 Register's Office for Davidson County, Tennessee.

Description Reference: Described according to (or by reference to) the recorded subdivision Plan.

This conveyance is subject to: Taxes for 2004, and subsequent years; The Plan, with Owner's Certificate, of record in Plat Book 6900, Page 339 through 347, and Book 7900, Pages 888 and 889, said Register's Office, which Plan shows a 20 foot minimum building setback line from Chessington Drive together with a designated building site, and a 10 foot easement for public utility and drainage purposes along the rear line(s) The Declaration of Covenants, Conditions and Restrictions of record in Book 9472, page 824, Book 6474, page 346, Book 6486, page 587, Book 6662, page 433, Book 6987, page 966, Book 7270, Page 648, Book 7964, page 33, said Register's Office, which sets forth assessments, liens and other matters, to which Declaration reference is hereby made for more particulars.

This instrument is executed on behalf of Michael V. Houston by Melisa L. Houston as Attorney in Fact pursuant to a Power of Attorney being recorded simultaneously herewith. The affidavit of said Attorney in Fact is attached as "Exhibit A' to this instrument and incorporated herein by reference.

This is improved property, known as: 6536 Chessington Drive, Nashville, Tennessee 37221

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 31st day of December, 2003 .

Michael V Houston by Melisa L Houston POA — Melisa L. Houston

(Michael V. Houston By:Melisa L. Houston, POA Atty-in-Fact

Melisa L. Houston

State of TENNESSEE
County of DAVIDSON

On this 31st day of December, 2003 , before me the undersigned authority, personally appeared **Melisa L. Houston,** to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument and acknowledged the execution as a free act and deed.

My Commission Expires: CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. My Commission Expires JULY 21, 2007

Notary

State of TENNESSEE
County of DAVIDSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $204,000.00

David R. Northcutt

Affiant

Sworn and subscribed before me this 31st day of December, 2003

Notary Public

My Commission Expires: CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. My Commission Expires JULY 21, 2007

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named , **Melisa L. Houston** with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **Michael V. Houston** , as Attorney-in-Fact, as the free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this 31st day of December, 2003

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires:

My Commission Expires JULY 21, 2007

EXHIBIT "A"
To
Warranty Deed

FROM: Michael V. Houston and spouse, Melisa L. Houston

TO: David R. Northcutt and spouse, Gaye S. Northcutt

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as attorney-in-fact for the principal(s) thereon shown.

2. That this execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated,* Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saith not.

Melisa L. Houston, Affiant

Sworn to and subscribed before me this

31st day of December, 2003

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires:

My Commission Expires JULY 21, 2007